

**RELEASE, HOLD HARMLESS AND WAIVER OF RIGHTS AGREEMENT
(READ CAREFULLY BEFORE SIGNING, YOU ARE WAIVING RIGHTS TO MAKE CLAIMS
ARISING FROM THE USE OF THE SPACE SHUTTLE LANDING FACILITY)**

THIS RELEASE, HOLD HARMLESS AND WAIVER OF RIGHTS AGREEMENT (the "Agreement") is made and entered into as of [insert date] , 20____, by and among the aircraft operator identified below, ("Aircraft Operator"), the aircraft owner identified below, ("Aircraft Owner"), and Space Florida, an independent special district, a body politic and corporate, and a subdivision of the State of Florida, located at Kennedy Space Center, Florida ("Space Florida").

RECITALS

WHEREAS, Space Florida operates and manages the spacecraft and aircraft landing facility known as the Space Shuttle Landing Facility ("SLF") that is located on property located at the John F. Kennedy Space Center, Florida ("KSC");

WHEREAS, Aircraft Operator desires to fly the aircraft identified below ("Aircraft") in the air space in and around KSC ("KSC Airspace"), utilize the SLF for landing, taxiing, parking, and taking off, and receive ground services from Space Florida on the dates listed below (Aircraft Operator's and Aircraft Owner's use of the KSC Airspace and the SLF and the receipt of ground services shall hereinafter be referred to collectively as the "Flight Activities");

WHEREAS, the Aircraft is owned by Aircraft Owner and the Flight Activities will be flown by and operated by Aircraft Operator;

WHEREAS, pursuant to agreements with Space Florida, NASA and the Department of Defense ("DOD") have the rights for the first priority use and scheduling of the SLF that preempts any use by Space Florida, Aircraft Owner, and Aircraft Operator, whether or not such use has been previously scheduled ("NASA/DOD Priority Use");

WHEREAS, Aircraft Owner has granted permission to Aircraft Operator to conduct the Flight Activities;

WHEREAS, Space Florida is willing to allow Aircraft Operator to conduct the Flight Activities if the Aircraft Operator and Aircraft Owner agree that the NASA/DOD Priority Use preempts Aircraft Operator's use, release and hold Space Florida and related entities harmless from any and all liabilities that may arise from the Flight Activities, and an insurance certificate with the limits defined below is provided to Space Florida in advance of the Flight Activities.

WHEREAS, all parties to this Agreement have entered into this Agreement knowingly, voluntarily and without reservation.

NOW, THEREFORE, in consideration of Space Florida granting Aircraft Operator and Aircraft Owner permission to use the SLF and for other good and valuable consideration, and, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Release.** Aircraft Operator and Aircraft Owner agree to release, waive, indemnify, hold harmless and forever discharge Space Florida and the National Aeronautics and Space Administration ("NASA") and their respective officers, directors, members, owners, employees, agents, subsidiaries, vendors, independent contractors, rescue personnel, medical and paramedic personnel, parents, insurers, attorneys, servants and representatives (hereinafter collectively referred to as the "Released Parties") from any and all liability, claims, demands, actions, causes of action, suits in equity of whatever kind or nature, damages, costs, attorneys' fees and expenses which Aircraft Operator and/or Aircraft Owner, and any of their individual passengers and crew, their personal representatives, assigns, heirs, survivors or next of kin may have against the Released Parties on account of any event, accident, warranty or incident of any kind or type involving the SLF, KSC Airspace, or the Flight Activities that results in bodily injury, death or property damage, including, but not limited to injuries or damages to the Aircraft or to Aircraft Operator, Aircraft Owner, or any of the individual passengers or crew, caused or alleged to have been caused in whole or in part by any negligence, breach of

duty, breach of contract, act, conduct, omission, failure to warn, action, inaction or otherwise of the Released Parties, except to the extent resulting from the willful misconduct of the Released Parties.

Aircraft Owner and Aircraft Operator will defend, pay or settle every claim or suit brought against any of the Released Parties by agents or employees of Aircraft Operator and Aircraft Owner or persons claiming through them, by their passengers, by their crew, or by any third parties, and will hold the Released Parties harmless against every such claim, suit, including attorney fees, costs, and expenses, arising out of the Flight Activities. Notwithstanding the foregoing, death, injury, loss or damage to persons or property to the extent resulting from the willful misconduct of the Released Parties shall not be affected by this Agreement.

2. **Express Assumption of Risk.** Aircraft Operator and Aircraft Owner understand, appreciate, and assume the inherent danger and risk of serious bodily injury and death that may result from the Flight Activities and related events in the KSC Airspace and while using the SLF, not only from the Aircraft Operator, Aircraft Owner, or any of the crew's own actions, inactions, negligence or otherwise, **but also from the actions, inactions, negligence or otherwise of Space Florida or NASA and others, including, but not limited to:**

- a. **the negligence, acts, and omissions of the Released Parties, except to the extent resulting from the willful misconduct of the Released Parties,**
- b. **the potential poor condition and lack of maintenance of the SLF,**
- c. **falling debris and toxic gas hazards within the KSC Airspace as KSC is an active rocket launch facility,**
- d. **tall structures as the SLF is adjacent to numerous rocket launch towers and one of the largest buildings in the world, the VAB,**
- e. **birds and other wildlife strikes as the SLF is within a wildlife refuge,**
- f. **potential mid-air collisions or impact from large wind vortices from military aircraft operating within the KSC Airspace and using the SLF,**
- g. **presence of foreign object debris on the SLF, and**
- h. **poor weather, pilot error, aircraft mechanical failure, and air traffic controller error.**

As a result of the understanding and appreciation of the great risks involved with the Flight Activities, Aircraft Operator and Aircraft Owner agree to assume and bear full responsibility and liability for any death, bodily injury, or property damage occurring in the KSC Airspace or at the SLF arising from the Flight Activities that are incurred by or from any cause of any kind, **even if caused in whole or part by the acts, omissions, errors or NEGLIGENCE of Space Florida or NASA,** except to the extent resulting from the willful misconduct of the Released Parties. Aircraft Operator and Aircraft Owner further understand that injuries and damages may occur due to no fault of their own. Aircraft Operator and Aircraft Owner **EXPRESSLY WAIVE** any rights to sue for any injury of any kind relating to any of the Flight Activities, except to the extent resulting from the willful misconduct of the Released Parties. **The Undersigned EXPRESSLY AND KNOWINGLY WAIVE their rights to sue the Released Parties for the Released Parties' negligence, acts, omissions, or otherwise,** except to the extent resulting from the willful misconduct of the Released Parties.

3. **Responsibility for Injury and Damage Caused by Aircraft Owner or Aircraft Operator.** Aircraft Owner and Aircraft Operator shall be liable for injury or death to Space Florida or NASA personnel and for loss or damage to property of or under the control of Space Florida or NASA arising out of the Flight Activities, unless the death, injury, loss, or damage results from the negligence or willful misconduct of Space Florida or NASA.

4. Aircraft Operator and Aircraft Owner AGREE AND FURTHER UNDERSTAND THE RISKS AND DANGERS INHERENT IN THE FLIGHT ACTIVITIES, ASSUME FULL RESPONSIBILITY AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, EXPRESSLY AND VOLUNTARILY DECIDE TO PARTICIPATE IN THE FLIGHT ACTIVITIES EVEN THOUGH EACH FULLY UNDERSTANDS AND APPRECIATES THAT SUCH PARTICIPATION MAY RESULT IN INJURY, DEATH, DAMAGE OR LOSS **BECAUSE OF THE NEGLIGENCE OF RELEASED PARTIES, THE NEGLIGENCE OF OTHERS OR OTHERWISE,** except to the extent resulting from the willful misconduct of the Released Parties.

5. Aircraft Operator and Aircraft Owner AGREE THAT THIS RELEASE AND WAIVER OF RIGHTS IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED UNDER FLORIDA LAW.

6. Aircraft Operator and Aircraft Owner AGREE THAT EACH HAS READ THIS RELEASE AND WAIVER OF RIGHTS, HAS HAD THE OPPORTUNITY TO THOROUGHLY READ, REVIEW AND CONSIDER THE CONTENTS OF THIS RELEASE AND WAIVER OF RIGHTS, HAS HAD AN OPPORTUNITY TO ASK ANY QUESTIONS EACH HAS REGARDING THIS RELEASE, HOLD HARMLESS AND WAIVER OF RIGHTS AGREEMENT AND THOSE QUESTIONS HAVE BEEN ANSWERED AND EACH UNDERSTANDS THOSE ANSWERS.

7. Aircraft Operator and Aircraft Owner AGREE AND UNDERSTAND THAT EACH IS WAIVING AND RELEASING SUBSTANTIAL RIGHTS AND CLAIMS AND POTENTIAL FUTURE CLAIMS, INCLUDING THE RIGHT TO BRING A LEGAL OR EQUITABLE ACTION OF ANY VARIETY IN ANY COURT OR TRIBUNAL, THAT EACH HAS VOLUNTARILY DECIDED TO ASSUME THE INHERENT RISKS INVOLVED IN THE FLIGHT ACTIVITIES, AS WELL AS THE RISKS INVOLVED BECAUSE OF THE RELEASED PARTIES' NEGLIGENCE, THE NEGLIGENCE OF OTHERS OR OTHERWISE, except to the extent resulting from the willful misconduct of the Released Parties.

8. Aircraft Operator and Aircraft Owner AGREE AND UNDERSTAND THAT THE LAWS OF THE STATE OF FLORIDA SHALL APPLY TO ALL ISSUES INVOLVING THE CONSTRUCTION, INTERPRETATION AND VALIDITY OF THIS AGREEMENT. EACH FURTHER UNDERSTANDS AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE, EACH OF THE UNDERSIGNED HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT. Aircraft Operator and Aircraft Owner AGREE THAT THE VENUE FOR ANY DISPUTE ARISING FROM ANY PARTICIPATION IN THE FLIGHT ACTIVITIES OR CONCERNING THIS RELEASE IN ANY WAY SHALL BE LITIGATED EXCLUSIVELY IN THE COURTS OF BREVARD COUNTY, FLORIDA AND THAT NO CLAIMS OR ACTIONS SHALL BE BROUGHT IN ANY OTHER JURISDICTION AGAINST THE RELEASED PARTIES.

9. Aircraft Operator and Aircraft Owner AGREE AND ACKNOWLEDGE THAT NO ORAL REPRESENTATIONS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE, THAT EACH HAS VOLUNTARILY ENTERED INTO THIS AGREEMENT, AND THAT THEIR DECISIONS TO ENTER INTO THIS AGREEMENT IS NOT DUE TO DURESS, UNDUE INFLUENCE OR ANY PROMISE OR INDUCEMENT.

10. Aircraft Operator and Aircraft Owner AGREE AND ACKNOWLEDGE THAT THIS RELEASE AND WAIVER OF RIGHTS HAS BEEN VOLUNTARILY SIGNED IN EXCHANGE FOR THE CONSIDERATION OF THE USE OF THE SLF FOR THE FLIGHT ACTIVITIES.

11. It is the intent of the Parties that Aircraft Operator and Aircraft Owner shall be solely responsible for their passengers' and crew's death, bodily injuries, and all economic and non-economic losses, and all damages to personal property, including but not limited to the Aircraft, regardless of the cause, fault, or any NEGLIGENCE of the Released Parties, except to the extent resulting from the willful misconduct of the Released Parties.

12. Insurance. Before conducting any of the Flight Activities, Aircraft Operator shall provide Space Florida with an insurance certificate with the following minimum limits and requirements:

a. The insurer waives any rights of subrogation the insurer may have against Space Florida and NASA by reason of any payment made under the policy for injury, death or property damage that might arise out of or in connection with the insured's Flight Activities.

b. If the insurer or the insured cancels or reduces the amount of insurance afforded under the listed policy, the insurer shall send written notice of the cancellation or reduction to Space Florida by registered mail at least 30 days in advance of the effective date of the cancellation or reduction. (The policy must state that any cancellation or reduction will not be effective until at least 30 days after such notice is sent.)

c. Aircraft liability coverage requirements:

Weight	Event	Bodily Injury	Property Damage	Passengers
12,500 Pounds & under	Each Person	\$100,000	N/A	\$100,000
	Each Accident	\$300,000	\$100,000	\$100,000 x No. of Passenger Seats
Over 12,500 Pounds	Each Person	\$100,000	N/A	\$100,000
	Each Accident	\$1,000,000	\$1,000,000	\$100,000 x No. of Passenger Seats

13. **NASA/DOD Priority Use.** Aircraft Owner and Aircraft Operator agree that NASA and DOD shall have first priority rights for the use and scheduling of the SLF that preempts any use by Aircraft Operator, whether or not such use has been previously scheduled. As such, Space Florida may cancel Aircraft Operator's permission to use the SLF at any time without prior notice. Aircraft Operator shall immediately comply with any instructions regarding the use of the SLF issued by Space Florida, the SLF airport manager, or the SLF control tower, including any instructions to depart the SLF and the KSC Airspace.

The parties have executed this Agreement effective as of the day and year first above written.

Aircraft:

Make: _____
 Model: _____
 Registration Numbers: _____
 Colors: _____

Dates of Requested Use:

From: _____, 20____.
 To: _____, 20____.

Aircraft Owner:

Name: _____
 Address: _____
 City, State, and Zip _____
 Phone: _____

Aircraft Owner Signature: _____
 Printed name and title: _____
 Date: _____

Aircraft Operator:

Name: _____
 Address: _____
 City, State, and Zip _____
 Phone: _____

Aircraft Operator Signature: _____
 Printed name and title: _____
 Date: _____

Space Florida:

By: _____
 Printed Name and title: _____
 Date: _____